

IMOT Confidential Information

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") and the Schedules attached hereto, together with amendments hereto and thereto made in accordance with the terms hereof (the "Agreement"), is dated as of Jan. 1, 2012 (the "Effective Date"), by and between the Israel Ministry of Tourism in North America, (the "IMOT") at 800 2nd Ave, NY 10017, and Geoffrey Weill Associates INC ("Vendor") with a principal place of business at 27 West 24th St. NY 10010. (The IMOT and Vendor are sometimes referred to individually as a "Party" or together as the "Parties.") Defined terms used in this Agreement are listed in Schedule 1 (Defined Terms) with their respective definitions.

RECITALS

A. The IMOT desires to engage Vendor to develop and implement a Strategic Public Relations plan in conjunction with the IMOT strategic marketing plan, and to provide public relations and marketing services, to promote Israel as a destination for tourism in North America and South America to the general market, the Jewish market and niche markets.

B. Vendor desires, and is ready, willing and able to provide to the IMOT, such services, all in accordance with the terms and conditions in the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual promises and covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.** The term of this Agreement will commence on the Effective Date and continue until 11:59 p.m. CT on the third (3rd) anniversary of the Effective Date unless terminated earlier in accordance with the terms set forth herein (the "Initial Term").

1A. This Agreement may be renewed by IMOT on the terms and conditions in effect at the date of the extension and utilizing pricing to be negotiated but consist with and no less favorable than the pricing in effect at the date of the extension for a period of up to two (2) years ("Renewal Term") upon the expiration of the Initial Term (the Initial Term and such Renewal Term, the "Term"). If IMOT desires to renew this Agreement, IMOT shall give written notice to Vendor at least 30 days prior to the applicable expiration date. In this case the Vendor will be hired at the same rate it received for the 3rd year.

2. **SERVICES**

2.1. **PR Services.** Vendor will provide to the IMOT and to the to the six Israel Government Tourist Offices in North America and South America (New York, Atlanta, Los Angeles, Chicago, Toronto-Canada, Sao Paulo-Brazil, and any other IGTO that IMOT might establish in the future all within the terms of this agreement) designated by the IMOT ("IGTOs"), throughout the Term and through the Termination Assistance Period (if any), the services, functions, tasks, responsibilities and solutions to develop, implement and perform a public relations campaign to promote Israel as a tourist destination and to achieve the other IMOT objectives set forth in the Statement of Work and otherwise directed by the IMOT ("Objectives") all as further detailed in Schedule 2 (Statement of Work) ("Statement of Work" or "SOW," and such services, functions, tasks, responsibilities and solutions, the "PR Services"). The Services will be provided by Vendor to the IMOT on a non-exclusive basis and without any minimum

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commitment from the IMOT as to the volume, scope or value of such Services. The Services shall include any incidental services, functions, tasks, responsibilities or solutions not specifically described in the Agreement, but which are required for the proper performance and delivery of the Services, including without limitation all the services listed in the SOW. The Services, as they may evolve during the Term and be supplemented, enhanced, modified or replaced over time to keep pace with advancements and improvements in the methods of delivering the Services (which changes will modify the "Services" and will not be deemed to result in New Services unless the changed Services meet the criteria for New Services). Except as otherwise expressly provided in this Agreement, Vendor shall be responsible for providing the facilities, personnel, equipment, software, technical expertise and other resources necessary to provide the Services.

2.2. New Services. Services requested by IMOT that (i) are materially different from the Services then being provided by Vendor under the Agreement or (ii) require materially different levels of effort, resources or expense from Vendor will be considered "New Services". The IMOT may elect to perform New Services for itself or contract with third parties to perform such New Services. Vendor may be invited to bid on the provision of such New Services, as appropriate. To the extent possible, the Vendor should include in its proposal the very competitive rates at which it will perform New Services. The proposed pricing for New Services must be no less favorable to the IMOT than the pricing and labor rates for the PR Services and must take into account the existing and future volume of business between Vendor and the IMOT.

2.3. Collaboration. Vendor shall cooperate fully with the IMOT or with any third party appointed by the IMOT to the extent that such cooperation may be necessary to permit the IMOT or such third parties to complete any work related to or impacted by the Services.

2.4. Reports and Meetings. Vendor shall deliver to the IMOT reports that the IMOT may require and that are reasonably related to the Services, providing proof that the Services are achieving the Objectives ("Reports"). As part of the Services, Vendor shall provide the IMOT with such documentation and other information available to Vendor as may be reasonably requested by the IMOT from time to time in order to verify the accuracy of the Reports provided by Vendor. During the Term, and in addition to meetings that are specified in the SOW, Vendor shall regularly meet with the IMOT to share observations and recommendations on all aspects the Services and Vendor's effectiveness, and shall meet with the IMOT as and when requested.

3. THE IMOT RESPONSIBILITIES

3.1. Responsibilities. IMOT shall perform the tasks and responsibilities for which the IMOT is responsible and that are dependencies with respect to the Services under the SOW.

3.2. IMOT Relationship Manager. The IMOT will designate under this Agreement one individual who will serve as the primary IMOT representative hereunder.

4. VENDOR PERSONNEL; SERVICE LOCATIONS

4.1. Vendor Relationship Manager. Vendor shall appoint an individual (the "Vendor Relationship Manager") who from the Effective Date, and throughout the Term and any Termination

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Assistance Period, will serve as the primary Vendor representative under this Agreement. Vendor's appointment of any Vendor Relationship Manager is subject to the IMOT's prior approval. The Vendor Relationship Manager shall have at least five (5) years of practical experience in tourism destination management and/or the travel business and/or working with travel or tourism boards, and expertise in creating and implementing public relations strategies like those that will be contained in the Public Relations Plan. The Vendor Relationship Manager will (i) have overall responsibility for managing and coordinating the performance of Vendor's obligations under this Agreement and (ii) be authorized to act for and on behalf of Vendor with respect to all matters relating to this Agreement.

4.2. Vendor Personnel. All of the individuals who Vendor appoints to perform Services ("Vendor Personnel") will have suitable training and functional and language skills necessary to perform the Services assigned to such individuals. Vendor shall staff at all times at least five (5) Vendor Personnel on the IMOT account to perform the PR Services. With respect to the Vendor Personnel, the Parties agree as follows:

(a) Before assigning an individual as a Vendor Personnel, whether as an initial assignment or as replacement, Vendor will notify the IMOT of the proposed assignment and provide the IMOT with such individual's resume and such additional information regarding each such Vendor Personnel as the IMOT may reasonably request. Vendor will introduce the individual to appropriate representatives of the IMOT if requested by the IMOT. The IMOT will have the right to approve each such assignment.

(b) Vendor shall assign to the IMOT's account on a full-time, dedicated basis to perform the PR Services from the Effective Date, and throughout the Term and any Termination Assistance Period, at least one (1) individual as a high profile director with at least five (5) years of practical experience in tourism destination management and/or the travel business and/or working with travel or tourism boards, and expertise in creating and implementing public relations strategies like those contained in the Public Relations Plan ("Key Director").

(c) At least fifty percent (50%) of the Minimum Hours each month shall be provided by a Vendor Personnel who is a Senior Expert and by the Key Director. The Senior Expert and the Key Director will both be personally involved in the IMOT's account on a daily basis. "Senior Expert" means an individual who has at least five (5) years of practical experience in tourism destination management and/or the travel business and/or working with travel or tourism boards.

(d) IMOT will have the right from time to time to require Vendor to remove any member of the Vendor Personnel from working on the IMOT account with or without cause, provided that Vendor may request to have a discussion regarding such removal, which discussion must be held within a reasonable time period, not to exceed five (5) days. At the end of such period, if the IMOT desires the person to be removed, Vendor will complete such removal within twenty-four (24) hours, or as agreed by the Parties, and replace such individual as soon as practicable. There will be no charge to the IMOT for any time required for replacement personnel while the replacement acquires the necessary orientation to, and background and training for, the proper performance of his or her assigned tasks.

(e) Notwithstanding anything in the Agreement, Vendor has exclusive control of the hiring, termination and right to discipline or reward Vendor Personnel. Vendor will at all times ensure

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that no employment, labor or agency relationship is established between Vendor Personnel and IMOT (or the IGTOS).

(f) All acts and omissions of Vendor Personnel will be deemed to be the acts and omissions of Vendor. Vendor will be fully responsible for such acts and omissions in connection with the Agreement, such individuals' employment, the Services and IMOT Confidential Information, including any tortious or criminal acts or omissions relating thereto.

4.3. Subcontractors. Vendor is not allowed to subcontract any of its responsibilities to subcontractors. If both the Vendor and IMOT are in agreement that a specific assignment should be completed by a different vendor and that such assignment is not one of Vendor's responsibilities according to this Agreement, the IMOT shall contract with such vendor independently.

4.4. Restrictions on Performing Services to Competitors. Vendor will not assign any Vendor Personnel to the account of a competitor of IMOT without IMOT's consent while such Vendor Personnel is working on the IMOT account and for a period of twelve (12) months following the date that such Vendor Personnel is removed from, or ceases to provide services in connection with, IMOT's account. For this section the following destinations are considered a competitor: Greece, Egypt Jordan, Turkey, Cyprus, Morocco, Tunisia, Malta, Palestinian Authority, Abu-Dhabi, Lebanon, Syria, Iraq, Iran, Saudi Arabia, Yemen, and/or other Persian Gulf states.

4.5. Service Locations. Vendor will provide the Services to the IMOT from the following Vendor locations ("Service Locations"): (i) 27 West 24th Street, New York and, at the discretion of the IMOT, at locations in Canada and the West Coast of the United States. Vendor shall, at Vendor's expense, be responsible for providing all furniture, fixtures, equipment, space and other facilities, utilities, communication lines and equipment required to perform the Services. No interest or obligation of Service Locations is conferred upon the IMOT. All such facilities will remain in the care, custody and control of Vendor. The IMOT shall retain ownership of any IMOT property located at a Service Location, but such property shall be subject to Vendor's care and maintenance.

5. PROPRIETARY RIGHTS

5.1. The IMOT Intellectual Property. The IMOT will own in perpetuity all right, title and interest, world-wide, in and to all materials and information developed under this Agreement including all reports, data, data analyses, plans, documentation, software (including source code and object code), products, works of authorship, notes, drafts, concepts, methods, ideas, copies, original artwork, media plans for public relations and/or advertising and/or buying, unique media ideas, at all stages of development (the "Deliverables"), the IMOT Confidential Information and any methods, processes or inventions related to or incorporated in the Deliverables and all Intellectual Property Rights in connection with the foregoing, including any and all trademarks and associated goodwill, patent, trade secret and copyright rights therein. To the extent that Vendor provides or makes accessible to the IMOT any pre-existing or independently created systems, tools or software in connection with the Services or any Deliverables, including data analysis software or other media planning or public relations tools, the IMOT shall own all data, analyses, reports, media plans, and other materials created using such systems, tools or software; provided, however, that such systems, tools or software which are identified in the Statement of Work as Vendor Property or approved in writing by the IMOT prior to use by Vendor in connection with

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the Services, and any similarly identified updates or modifications thereto, shall remain Vendor Property subject to the license to the IMOT provided in Section 5.2 (Vendor Property). To the extent permitted by the United States Copyright Act (the "Act"), the Deliverables are deemed "works made for hire" as that term is defined under the Act. If any Deliverable does not fall within the specifically enumerated works constituting "works made for hire" under the Act, Vendor agrees to and does hereby irrevocably assign in perpetuity, without further consideration, all worldwide patent rights, copyrights, proprietary rights, trade secrets, trademarks and associated goodwill and other rights to, title and interest in such methods, processes, inventions or works (and all improvements thereafter developed to the foregoing) to the IMOT, and shall cause employees of Vendor, and/or third parties engaged to provide Services or Deliverables under this Agreement to agree to the same prior to performing Services for the IMOT hereunder. Delivery of same to the IMOT shall constitute a transfer to the IMOT by Vendor of all rights therein. Vendor herewith assigns all rights in such intellectual property to the IMOT, and shall (and will ensure that its employees shall) supply all assistance reasonably requested in securing for the IMOT's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of any such intellectual property (including all Intellectual Property Rights therein), and will provide full information regarding any such item and execute all appropriate documentation prepared by the IMOT in applying for or otherwise registering, assigning or otherwise carrying out assignment in the IMOT's name, all rights to any such invention or work. The IMOT has the right to grant licenses with respect to any product or service derived from the Deliverables produced or Services performed under this Agreement. The IMOT does not grant any licenses to its intellectual property to Vendor under this Agreement except for those expressly provided for herein in connection with provision of the Services, and Vendor shall not use the Deliverables for any purpose other than those relating to provision of Services under the terms of this Agreement. To the extent permitted by Law, Vendor waives any moral rights in the Deliverables, such as the right to be named as author, the right to modify, the right to prevent mutilation or other modification or derogatory action in relation to the Deliverable, and the right to prevent commercial exploitation, and any similar right, whether or not such right is denominated or generally referred to as a "moral right" or "droit moral", whether arising under the Berne Convention or otherwise. Vendor shall obtain all releases, permissions and assignments necessary to ensure that the IMOT may own all rights in and to all Deliverables as contemplated under the Agreement, including, where appropriate, rights of ownership, to make full use of all Deliverables, and/or to make full use of all systems, tools or software provided to or made accessible to the IMOT in connection with the Services or any Deliverables. All Deliverables and other materials, created by Vendor for IMOT, will be transferred to IMOT in an editable file, upon request by IMOT, during the term of this agreement, or after, and IMOT will be allowed at its own discretion and with no limitation, to use the Deliverables in any way it desires, such as editing, updating, reusing, reprinting, distributing, directly or through a third party, at no additional cost whatsoever.

5.2. Vendor Property. Aside from derivative works or inventions based on Vendor's pre-existing ideas, skills, tools processes or techniques that are created in conjunction with the provision of the Services, and which are subject to Section 5.1 (The IMOT Intellectual Property) and are thereby assigned to the IMOT, Vendor will retain the right to all of its ideas, skills, tools, techniques, and processes possessed by Vendor prior to the Effective Date ("Vendor Property"). To the extent that Vendor Property is incorporated by Vendor into, or is embedded in the Deliverables, or necessary for the operation of any Deliverable, Vendor hereby grants to the IMOT and its Affiliates, licensees, agents and third party contractors and successors assigns an unfettered, perpetual, irrevocable, nonexclusive, worldwide, royalty-free right to use, sublicense, assign, execute, modify, reproduce, display, perform, and

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prepare derivative works based on such intellectual property, including the right to enforce any rights connected therewith. Notwithstanding the foregoing, Vendor shall not embed or incorporate in any Deliverables any Vendor Property, or develop a Deliverable that requires Vendor Property for the operation thereof, in each case, without the prior written consent of the IMOT.

5.3. Limited Trademark License. The IMOT hereby grants a limited, non-exclusive, revocable license to Vendor to use its trademarks during the Term, only in connection with the Services for the benefit of the IMOT. Vendor must obtain prior written approval of any uses of the IMOT trademarks and such uses must conform to such approval. Vendor shall use such designation of trademark notice as may be indicated by the IMOT for use in conjunction with each IMOT trademark. Vendor acknowledges that the IMOT is the owner of the IMOT trademarks and of the goodwill associated therewith, and that Vendor acquires no right, title, interest or claim of ownership in or to the IMOT marks except the license to use granted herein. Vendor will not use the IMOT marks in any manner other than as specifically provided herein. All use of the IMOT marks by Vendor, employees of Vendor and/or third parties engaged to provide Services or Deliverables under this Agreement shall inure to the sole benefit of the IMOT. Vendor will not contest the IMOT's ownership of the IMOT marks. All rights not expressly granted to Vendor are reserved to the IMOT.

5.4. Deliverables Review. The IMOT shall have the right to review and accept or reject all Deliverables to be provided by Vendor to the IMOT as part of the Services. Following Vendor's notification to the IMOT that Vendor has completed any Deliverable, at a mutually agreed scheduled time thereafter, the IMOT shall begin evaluating and/or testing the Deliverable. After the IMOT has completed such evaluation and/or testing, the IMOT shall notify Vendor in writing either that the Deliverable is acceptable or that it is not acceptable, and the reasons therefore. Within ten (10) days following notice that a Deliverable is not acceptable, Vendor cure the problems with the Deliverable, and redeliver such Deliverable to the IMOT for evaluation and/or testing. If, after such process is repeated, the Deliverable is not acceptable, the IMOT shall have the right to terminate this Agreement for cause. Acceptance or rejection by the IMOT of the Deliverables or any portion thereof does not in any way operate to alter the IMOT's ownership of the Deliverables as set forth in Section 5.1 (The IMOT Intellectual Property).

5.5. The IMOT's Rights Upon Expiration or Termination of Agreement. Upon termination or expiration of this Agreement, Vendor shall, at no cost to the IMOT, deliver to the IMOT all IMOT intellectual property and Deliverables, and all copies thereof, in the format and medium in use by Vendor in connection with the Services as of the date of such expiration or termination; and deliver to the IMOT all Vendor Property to the extent incorporated into Deliverables.

6. PAYMENTS AND INVOICING

6.1. Retainer Fee. In consideration of Vendor's performance of all of the Services, the IMOT agrees to pay Vendor a fixed monthly retainer fee of: \$37,000 for the first year, \$38,000 for the second year, and \$39,000 for the third year. ("Monthly Retainer Fees"). There shall be no other fees or charges in connection with the Services. The Monthly Retainer Fees shall cover and include any and all costs and expenses of Vendor in connection with performance under this Agreement, including without limitation

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any and all overhead costs, monitoring charges, out of pocket expenses, creative fees, research, activity reports, telecommunication, faxes, copies, shipments, postage, long distance telephone calls, mailing house charges, photocopies, couriers, messengers, reports, press releases, and all other costs and expenses as may be required for the proper performance of the Services. When traveling on behalf and at the request of the IMOT and subject to IMOT prior and explicit approval and submission of receipts, IMOT shall reimburse Vendor for the following travel expenses: airfare, lodging, daily meal allowance (\$75 per person) cell phone usage overseas, hotel internet fees and rental cars ("Travel Expenses") (for additional information see Section 6.2 below). Accordingly, any other Vendor costs and expenses, which are not listed above in this section, are not separately reimbursable by the IMOT unless the IMOT has agreed subject to its sole discretion, in advance and in writing to reimburse Vendor for a particular expense associated with a non-reoccurring activity, which Vendor has concluded will have a material benefit to the IMOT and the IMOT Objectives. All Monthly Retainer Fees shall be paid in United States dollars.

For the Monthly Retainer Fee, Vendor shall deliver a minimum of 525 hours of PR Services to IMOT each month ("Minimum Hours"). For the avoidance of doubt, the Minimum Hours are not intended by the Parties to limit the Services in any way, but rather to obligate Vendor to perform at least 525 hours of PR Services. Notwithstanding the Minimum Hours obligations, Vendor is obligated to perform the PR Services in a manner and at a frequency and volume that is designed to achieve the Objectives and to implement and perform in accordance with the Public Relations Plan.

As it would be considered a breach of contract if Vendor will not provide the minimum 525 monthly hours of PR Services, an aggregate of 6300 annual hours shall be required. If, at the end of each period of 12-months' service, less than the required 6,300 hours of service has been provided by the Vendor, a pro-rated adjustment, to the aggregate Monthly Retainer Fee through such period, will be made according to the actual reported hours of service, approved by IMOT.

Out of the 525 Hours, vendor will provide 120 monthly hours of Services to the six IGTO's in accordance with the wishes and direction of the relevant IGTO directors.

Payment to the Vendor for its monthly retainer will be transmitted at the end of each relevant month of service. Vendor will invoice the IMOT for the monthly retainer on the first (1st) of the month during which services are provided and payment is to be received by the Vendor by the first (1st) of the following month. (As an example: services for the month of June will be invoiced by the Vendor to the IMOT on the 1st of June, and payment is due by July 1st.)

6.2. Travel Expenses: Subject to IMOT prior written approval, IMOT will bear expenses of Travel Expenses as such term is defined in Section 6.1 above. After receiving such approval, Vendor will either be reimbursed for reservations he made or the IMOT will make the reservations for Vendor and its personnel. Should Vendor make reservations it will have to provide the IMOT with three (3) price quotes upon which he made the reservations and the appropriate receipts. Notwithstanding anything to the contrary set forth herein, all reimbursable Travel Expenses shall be subject to the IMOT's generally applicable travel policies. Without derogating from the generality of Section 6.1 above, Vendor shall be responsible for all other expenses and incidental costs, if any, incurred in connection with travel. Vendor will make no charge for time spent traveling or out of the office.

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6.2.a. Reports. Vendor shall deliver with each invoice a progress report for the prior month which includes: (i) information regarding the progress of the PR Services to IMOT and ALL IGTOs as of the date of such progress report against the delivery schedule; (ii) actual time spent and Deliverables completed during such month to IMOT and all six IGTO's, including the Vendor's personnel who were engaged in each assignment; (iii) PR Services completed and any material changes in the PR Services; and (iv) any material changes in the achievement of each phase of the PR Services as set forth in the Public Relations Plan. Each progress report shall specifically identify any such material delays or potential material delays, or other issues related to the PR Services. In the event any progress report indicates any delays or other issues, Vendor shall propose to the IMOT an affirmative plan to correct such delays or issues and shall implement such plan after approval by the IMOT.

6.3. Disputed Invoices. If the IMOT disputes any amount invoiced, Vendor and the IMOT will use their best efforts to promptly resolve the dispute and Vendor will provide to the IMOT all supporting documentation to substantiate such charge to resolve the dispute. The IMOT may withhold payment for any disputed amount but will not withhold payment for any undisputed amount. Vendor may not withhold providing the Services.

6.4. Cancelled

6.5. No Waiver. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right the IMOT may otherwise have to dispute any charges or amount or recover any amount previously paid.

6.6. Taxes. The Charges are inclusive of any taxes, fees and duties or other amounts, however designated, and including value added and withholding taxes which are levied on the Services or the Deliverables. Vendor shall pay any taxes related to the Services.

6.7. Books and Records. Vendor shall maintain complete and accurate records of and supporting documentation for all Charges and all routinely prepared reports and records, created, generated, collected, processed or stored by Vendor in the performance of its obligations under this Agreement ("Records"). Vendor shall maintain such Records in accordance with generally accepted accounting principles, as applicable. Vendor shall retain Records and, at the IMOT's request and promptly provide copies of such Records for a period of seven (7) years after expiration or termination of this Agreement. Notwithstanding the foregoing, Vendor is not obligated to share any information with the IMOT relating to Vendor's margins or its other customers.

6.8. Audits. No more than once a year, and subject to Section 7 (Confidentiality) with respect to Vendor Confidential Information, Vendor shall provide to IMOT (and internal and external auditors, inspectors, regulators and other representatives that IMOT may designate from time to time or any Governmental Authorities) access at reasonable hours to Vendor Personnel, to the facilities at or from which Services are then being provided and to Records and other pertinent information, all to the extent relevant to the charges and the Services. Vendor shall provide, at no additional charge, any assistance reasonably requested by the IMOT, its designee or any Governmental Authority in conducting any such audit. The IMOT shall not audit Vendor without first giving Vendor not less than fifteen (15) business days written notice and not more than once in any twelve (12) month period; provided that, notwithstanding the foregoing, the IMOT may perform an audit without written notice, if IMOT

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reasonably believes that an audit is appropriate to confirm Vendor's compliance with its obligations of confidentiality and with respect to data security under the Agreement and the IMOT may repeat an audit, at any time to confirm that any issues discovered in such previous audit have been corrected by Vendor. If IMOT determines that Vendor has overcharged the IMOT, the IMOT will notify Vendor of the amount of such overcharge and Vendor will promptly repay the IMOT the amount of the overcharge.

7. CONFIDENTIALITY

7.1. General Obligations. During the course of Vendor's performance of the Services for the IMOT, each Party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, and is identified by the discloser as confidential or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential ("Confidential Information"). In connection therewith, the following subsections shall apply:

(a) The Confidential Information of the discloser may be used by the receiver only in connection with the Services.

(b) Each Party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Access to the Confidential Information shall be restricted to receiver's personnel engaged in a use permitted hereby.

(c) The Confidential Information may not be copied or reproduced without the discloser's prior written consent.

(d) All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of: (i) completion of the Services or (ii) request by the discloser.

(e) Confidential Information shall not include information that is: (i) already known by the receiving Party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the receiving Party; (iii) rightfully received from a third party without an obligation of confidentiality; and (iv) independently developed without use of the other Party's Confidential Information.

7.2. Subpoena. If either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, it shall provide prompt notice to the other of such receipt. The Party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to that extent permitted by law.

7.3. Injunctive Relief. Each of the Parties acknowledges and agrees that monetary damages may be inadequate to compensate for a breach of the provisions contained in this Section 7 (Confidentiality). In the event of such breach, the injured Party may be entitled to seek injunctive relief and any and all other remedies available at law or in equity. This Section in no way limits the liability or

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damages that may be assessed against a Party in the event of a breach by the other Party of any of the provisions of this Section 7 (Confidentiality).

8. REPRESENTATIONS; WARRANTIES; COVENANTS.

8.1. Representations and Warranties. Vendor represents and warrants to and for the benefit of the IMOT as of the Effective Date and throughout the Term and any Termination Assistance Period that:

(a) Vendor is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of NY and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by Vendor: (i) has been duly authorized by Vendor and (ii) will not conflict with, result in a breach of, or constitute a default under any other agreement to which Vendor is a party or by which Vendor is bound.

8.2. Representations and Warranties; Covenants. Vendor represents and warrants to and for the benefit of the IMOT as of the Effective Date and throughout the Term and any Termination Assistance Period, and covenants that throughout the Term and any Termination Assistance Period That Vendor is and will remain in compliance with all applicable Laws, and that it has obtained and will obtain and maintain all applicable permits and licenses required of Vendor in connection with its obligations under this Agreement.

(b) Except as otherwise expressly provided elsewhere in this Agreement, Vendor has, and will continue to have, full power and authority to grant the IMOT the rights granted herein without the consent of any other party and any Deliverable or Vendor Property developed or furnished by Vendor to the IMOT are free of any and all restrictions, settlements, judgments or adverse claims.

(c) All Vendor Personnel performing any of the Services are, and will continue to be, bound by nondisclosure obligations, and by written obligations regarding assignment of Intellectual Property Rights, and other appropriate agreements which protect the confidentiality of IMOT Confidential Information with at least the same level of protection as set forth herein.

(d) Neither Vendor nor any of its personnel has given, and none will give, any commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of the IMOT or the IGTOS in connection with this Agreement.

(e) Vendor shall perform the Services in a professional and workmanlike manner, in accordance with all applicable industry and professional standards. If the IMOT notifies Vendor, or Vendor becomes aware, that any Service fails to meet the warranty, Vendor shall, at its expense, correct such nonperformance, error or defect necessary to conform in all material respects with the applicable warranty.

8.3. DISCLAIMER. EXCEPT AS SPECIFIED IN THIS SECTION, NEITHER THE IMOT NOR VENDOR MAKES ANY REPRESENTATION OR WARRANTIES WITH RESPECT TO THIS AGREEMENT, AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

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IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. TERMINATION

9.1. Termination for Convenience. Either party may terminate the Agreement, in whole or in part, for convenience effective as of any time after the Effective Date by giving the other party written notice of the termination at least thirty (30) days prior to the termination date specified in the notice.

9.2. Termination of Vendor for Cause. The IMOT may terminate for cause the Agreement, in whole or in part, by giving written notice to Vendor, as of a date specified in the notice of termination without penalty or payment to Vendor and will further have the right to seek damages from Vendor if Vendor: (i) commits a material breach of the Agreement that is not cured within thirty (30) days after receipt of written notice of the breach from the IMOT; (ii) commits a material breach of the Agreement which is not capable of being cured within thirty (30) days; or (iii) commits numerous breaches, whether or not each such breach is a material breach, and whether or not each such breach was cured, will be deemed to be a material breach.

9.3. Termination of the IMOT for Cause. Subject to Section 6.4 (Disputed Invoices), in the event the IMOT shall fail to pay amounts due Vendor pursuant to the terms of this Agreement within forty-five (45) days of receipt of the invoice for such and continues to fail to make such payments (or to give notice to Vendor that such amounts are in dispute, such determination to be made by the IMOT in good faith) within 90 days following a notice to the IMOT from Vendor specifying the IMOT's failure to make such payments, Vendor may terminate the Agreement by giving notice to the IMOT. This Section sets forth Vendor's sole rights with respect to termination for cause.

9.4. Termination for Insolvency. The IMOT may terminate the Agreement at any time, in whole or in part, upon thirty (30) days written notice upon the occurrence of: (i) a material adverse effect in Vendor's financial condition, or (ii) any of following occur with respect to Vendor: (1) Vendor files, or announces that it intends to file, a petition under any section or chapter of any applicable bankruptcy or insolvency law; (2) an order or petition is filed against Vendor under any such laws (provided that such petition is not dismissed within ten (10) days of filing); (3) Vendor becomes or is declared insolvent, or are unable to pay its debts as they become due; (4) Vendor is the subject of any proceedings related to liquidation, insolvency or the appointment of a receiver or similar officer for all or a substantial part of Vendor's assets; (5) Vendor makes an assignment for the benefit of all or substantially all of its creditors; (6) Vendor enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations; or (7) Vendor or its shareholders or creditors takes any other action looking to Vendor's dissolution or liquidation. In the event that the IMOT terminates this Agreement pursuant to this Section, the IMOT will have the immediate right to retain and take possession for safekeeping of all IMOT Confidential Information, Deliverables, and all other materials to which the IMOT is or would be entitled during the Term or upon expiration of the Agreement.

9.5. Effect of Termination. Upon termination, the IMOT will pay all undisputed Charges that are outstanding under the Agreement. At the IMOT's request at any time after termination or during the Termination Assistance Period, Vendor will deliver to the IMOT, at no cost to the IMOT, a current copy of any Deliverable in the form in existence as of the time of last use hereunder or, if such request is made

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after the last day of the Term, in existence as of the last day of the Term. Vendor will not abandon or willfully refuse to provide any of the Services. Subject only to a court's finding as to the merits of the IMOT's action relating to a breach of the foregoing, the Parties agree to injunctive relief to cause Vendor to continue provision of the Services and, to the extent relevant, Termination Assistance Services without requiring the IMOT to post a bond.

9.6. Termination Assistance Services. The IMOT will have the right to receive from Vendor, and Vendor shall perform at the IMOT's request, for a period of up to nine (9) months ("Termination Assistance Period"), Termination Assistance Services after any partial or whole termination or expiration of the Agreement. The "Termination Assistance Services" will include Vendor's continued provision of the PR Services in compliance with the Agreement Vendor's provision of all assistance reasonably necessary to aid the successful transfer of the affected Services from Vendor to the IMOT or to any new provider selected by the IMOT. Vendor shall reasonably cooperate, and work in good faith, with the IMOT and/or its designee while performing the Termination Assistance Services. The quality and level of performance of the Services during the Termination Assistance Period will be consistent with the quality and level of performance of the Services required under this Agreement during the Term generally. The Termination Assistance Services will be rendered using Vendor Personnel already working on IMOT's account and included within the Monthly Retainer Fee.

10. INDEMNITIES

10.1. Indemnity by Vendor. Vendor will indemnify, defend and hold harmless (collectively, "indemnification" or "indemnify") the IMOT Indemnified Parties from and against any and all demands, judgments, awards, losses, damages, costs, claims or liabilities, including reasonable attorneys fees, witness fees and court costs, and any other losses and liabilities of any kind or nature whatsoever (collectively, "Losses") arising from a Third Party claim or action which any IMOT Indemnified Parties may sustain as a result of or in connection with, or alleged to arise out of or in connection with, any of the following.

(a) Injury, illness, death, or damage to any tangible personal or real property caused by or arising from or relating to the negligent acts or omissions of Vendor in connection with performance of the Agreement.

(b) Vendor's failure to comply with applicable Law.

(c) Claims arising out of Vendor's willful misconduct in connection with this Agreement.

(d) Vendor's (or a Vendor Personnel's) breach of its obligations with respect to IMOT Confidential Information;

(e) Vendor's violation of (i) Laws or any common law protecting persons or members of a protected class or category, including laws or regulations prohibiting discrimination or harassment on the basis of a protected characteristic; and (ii) Laws or any common law protecting employees or workers.

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(f) Claims arising out of or related to the inaccuracy, untruthfulness or breach by Vendor of any representation or warranty set forth in the Agreement.

(g) Claims arising by or from any Governmental Authority for fines, penalties, sanctions, underpayments, interest, or other remedies to the extent such fines, penalties, sanctions, underpayments, interest, or other remedies relate to Vendor's failure to perform any of its responsibilities.

(h) Claims arising out of or relating to the Services brought by Vendor personnel, except to the extent that such claim arises out of a wrongdoing by the IMOT.

10.1.2. Indemnity by IMOT

IMOT will hold WEILL harmless for any press misinformation it might unintentionally convey in good faith on behalf of the IMOT. And, in recognizing that in inviting journalists to Israel, Vendor is acting only as a representative of the IMOT, the IMOT agrees to indemnify WEILL against any claim arising from a guest's personal injury, illness, death, loss of property or expense of any nature whatsoever that he or she should suffer as part of such a visit.

10.2. Vendor Infringement Indemnity.

(a) Indemnity. Upon notification to Vendor in writing of a Third Party claim against The IMOT that the Services, a Vendor Property or any Deliverable, or any part of any of the foregoing (each, an "Item") infringes, at the Effective Date or at any time during the Term, (i) a right of patent (or a patent published) existing in the United States or in any country other than the United States to which or from which Services are rendered under the Agreement, or (ii) a copyright, trademark, service mark, design industrial property right, trade name, trade dress, right of publicity or other proprietary or Intellectual Property Right, or misappropriates a trade secret of any Third Party, Vendor will defend, indemnify and hold the IMOT Indemnified Parties harmless from and against all Losses paid or payable by the

IMOT to such Third Party (or any other party to which such Third Party has assigned or transferred its claim) related to that claim.

(b) Exclusions from Vendor Infringement Indemnity. Vendor will not indemnify the IMOT, however, to the extent: (i) the IMOT's failure to notify Vendor of the claim of infringement prejudices Vendor's ability to provide indemnification hereunder; or to the extent (ii) the claim of infringement is caused by: (1) the IMOT's use or modification of the infringing Item in a manner that fails to conform the applicable specifications; (2) the IMOT's failure to use corrections or enhancements within a reasonable time after they have been made available by Vendor, so long as such corrections are functionally equivalent to the infringing Item in all material respects, and do not create a material cost to the IMOT; (3) the IMOT's use of the Item in combination with any product or information not approved by Vendor or not described in Vendor's documentation, or as directed by Vendor; or (4) direction, specification or materials provided in writing by the IMOT or any third party authorized to act on the IMOT's behalf, unless Vendor otherwise had knowledge that such direction, specification or materials is, or is likely to be, infringing. If any Item is, or in Vendor's opinion is likely to be, held to be infringing, Vendor will, at its expense, promptly (A) procure the right for the IMOT and the IGTos to continue using

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it, (B) replace it with a non-infringing equivalent, or (C) modify it to make it non-infringing (so long as it is in all material respects functionally equivalent to the infringing Item). In such event, the Parties shall seek to establish mutually acceptable alternative arrangements and to make any appropriate adjustments to their respective obligations under this Agreement through the execution of a Change Order.

10.3. Indemnification Procedures. The IMOT must promptly notify Vendor in writing of a claim or suit and provide reasonable cooperation (at Vendor's expense) and full authority to defend or settle the claim or suit; provided, however, that the IMOT may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Vendor will be entered into without the consent of the IMOT.

11. LIMITATION OF LIABILITY

11.1. Waiver of Consequential Damages. EXCEPT AS PROVIDED IN SECTION 11.3 (EXCEPTIONS TO LIMITATION OF LIABILITY), IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, WILL A PARTY BE LIABLE TO THE OTHER PARTY UNDER THE AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS, OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM AGAINST THE PARTY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY.

11.2. Direct Damages Cap.

(a) **Direct Damages Cap - Vendor.** Except as provided in Section 11.3 (Exceptions to Limitation of Liability), the total aggregate liability of Vendor for all claims asserted by the IMOT under or in connection with the Agreement, regardless of the form of the action or the theory of recovery, shall be limited to an amount equivalent to the total Charges paid or payable under the Agreement during the twelve (12) months prior to the month in which the most recent event giving rise to liability occurred; provided that if such event giving rise to liability occurs during the first twelve (12) months after the Effective Date, the amount will be calculated as twelve (12) times the average monthly Charges paid or payable under the Agreement during the elapsed time since the Effective Date. For purposes of clarification, this limitation of liability is an aggregate limitation of liability for the Agreement.

(b) **Direct Damages Cap - The IMOT.** Except as provided in Section 11.3 (Exceptions to Limitation of Liability), the total aggregate liability of the IMOT for all claims asserted by the Vendor under or in connection with the Agreement, regardless of the form of the action or the theory of recovery, shall be limited to an amount equivalent to the total Charges paid or payable under the Agreement during the three (3) months prior to the month in which the most recent event giving rise to liability occurred; provided that if such event giving rise to liability occurs during the first three (3) months after the Effective Date, the amount will be calculated as three (3) times the average monthly Charges paid or payable under the Agreement during the elapsed time since the Effective Date. For

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purposes of clarification, this limitation of liability is an aggregate limitation of liability for the Agreement.

11.3. Exceptions to Limitation of Liability. The limitations of liability set forth in Section 11.1 (Waiver of Consequential Damages) and Section 11.2 (Direct Damages Cap) shall not apply with respect to any of the following.

- (a) Losses occasioned by the willful misconduct, gross negligence, recklessness or fraud of Vendor.
- (b) Losses that are subject to indemnification under Section 10 (Indemnities).
- (c) Losses occasioned by a breach of a Party's obligations under Section 7 (Confidentiality).
- (d) Losses related to or arising from Vendor's refusal to provide all or a material portion of the Services then being provided by Vendor under this Agreement or the Termination Assistance Services. (For purposes of this provision, "refusal" shall mean the intentional cessation by Vendor of the performance of all or a material portion of the Services then being provided by Vendor under this Agreement or the Termination Assistance Services.)

12. **FORCE MAJEURE.** If and to the extent that a Party's performance of any of its obligations under this Agreement is prevented, hindered or delayed by a Force Majeure Event and such non-performance, hindrance or delay could not have been prevented by reasonable precautions undertaken by the Party claiming a Force Majeure Event, and such Party is without fault, then such Party will be excused for such non-performance, hindrance or delay of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans and other means. The Party whose performance is prevented, hindered, or delayed by a Force Majeure Event will immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. The occurrence of a Force Majeure Event does not excuse, limit, or otherwise affect Vendor's obligation to provide either normal recovery procedures, and does not limit either Party's financial related obligations under the Agreement. Vendor will not have the right to any additional payments from the IMOT as a result of any Force Majeure Event.

13. **INSURANCE.** At all times during the Term and during any Termination Assistance Period, Vendor will maintain insurance coverage as provide in Schedule 4 (Insurance Requirements).

14. **COMPLIANCE WITH LAW AND IMOT POLICIES.** Vendor shall, throughout the Term and any Termination Assistance Period, be in compliance with Law applicable to the provision of the Services and the performance of its other legal and contractual obligations hereunder, and any Law applicable to the IMOT's receipt of the Services and of which the IMOT gives notice to Vendor. Vendor and the IMOT will work together to identify the effect of changes in Laws on the provision or receipt of the Services, and will give notice to each other of any such changes. With respect to any change in Law that affects the Services, the Parties will discuss modifications to the Services, if any, necessary to comply with such

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changes. Vendor will be responsible for any fines or penalties imposed on Vendor or the IMOT resulting from any failure of Vendor or third party vendor to comply with applicable Law, or respond in a timely manner to changes in applicable Law.

Vendor also shall comply with the customary governmental procedures, policies and codes as directed by the IMOT and/or the Government of Israel from time-to-time.

15. **RELATIONSHIP.** The Parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make either the IMOT or Vendor partners, joint venturers, principals, agents, or employees of the other. Vendor shall act as an independent contractor in its own account and responsibility. The Agreement does not constitute the establishment of any partnership, nor an employer-employee relationship with the Vendor or anyone employed by, or contracting with, Vendor, but establishes the relationship of supplier as an independent contractor and purchase specified services. No officer, director, employee, agent, affiliate, or contractor retained by Vendor to perform work on the IMOT's behalf under this Agreement will be deemed to be an employee, agent, or contractor of the IMOT. Neither Party will have any right, power or authority, express or implied, to bind the other. The Vendor shall not act, nor represent itself, as the agent of IMOT other than a manner inherent and appropriate to the duties of a public relations firm acting as a representative of a client.

16. **MISCELLANEOUS PROVISIONS**

16.1. **Assignment.** Neither Party shall assign or transfer its rights, or delegate its duties, under this Agreement, in whole or in part, whether by operation of Law or otherwise, without the prior written consent of the other Party; provided, however, that the IMOT may assign or transfer its rights, or delegate its duties, under this Agreement, in whole or in part, to another Ministry or entity of the Government of Israel. Any assignment in contravention of this Section (e.g., without the consent of the other Party) shall be null and void ab initio; provided, however, that if a Party assigns this Agreement in contravention of this Section by operation of Law, such assignment shall be voidable at the option of the other Party. Subject to all other provisions herein contained, this Agreement shall be binding on the Parties and their successors and permitted assigns.

16.2. **Notices.** All notices required or given under this Agreement will be delivered to the individuals, at the addresses set forth in the prologue (or such other individuals and address(es) as may be provided by written notice in accordance with this Section). The notices must be given in writing and delivered either by hand, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other commercial overnight delivery service with tracking capabilities, all delivery charges prepaid. Notice also may be given by facsimile, provided that the sending party receives electronic confirmation of receipt. Each notice will be deemed effective and given upon receipt by the Party being served, provided, however, that any notice sent by mail will, unless received sooner, be deemed received five (5) days after deposit in the U.S. mail or ten (10) days after deposit in any foreign mail system.

16.3. **Counterparts; Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the Parties and by facsimile signature and facsimile signatures will be fully binding and effective for all purposes and will be given the same effect as original signatures.

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16.4. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision will be limited or excluded from this Agreement to the minimum extent required, and the balance of the Agreement will be interpreted as if such provision was so limited or excluded and will be enforceable in accordance with its terms.

16.5. Waivers. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion, and no delay or omission by either Party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power.

16.6. Cumulative Remedies. All remedies provided for in this Agreement are cumulative and in addition to any other rights and remedies available to either Party at law, in equity or otherwise.

16.7. Entire Agreement; Modifications. This Agreement contains the entire understanding of the Parties regarding its subject matter. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions or parts will be binding upon the Parties unless made in writing and signed by an authorized representative of the Parties.

16.8. Survival. The terms of Sections 4.4 (Restrictions on Performing Services to Competitors), 4.5 (Service Locations) (with respect to IMOT ownership of IMOT property), 5 (Proprietary Rights), 6 (Payments and Invoicing), 7 (Confidentiality), 8 (Representations; Warranties; Covenants), 9.5 (Effect of Termination), 9.6 (Termination Assistance Services), 10 (Indemnities), 11 (Limitation of Liability), 16.2 (Notices), 16.5 (Severability), 16.6 (Waivers), 16.6 (Cumulative Remedies), and 16.8 (Survival) through 16.14 (Waiver of Jury Trial), and Schedule 7 (Insurance Requirements) (only with respect to Vendor's obligation to provide tail coverage for professional liability/errors and omissions liability insurance) will survive the expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent a provision of the Agreement relates to Termination Assistance Services or provides for rights, interests, duties, claims, undertakings and/or obligations during any period during which Vendor is delivering Termination Assistance Services, such provision shall survive termination or expiration until such Termination Assistance Services are completed and any issues with respect thereto have been fully resolved.

16.9. Governing Law. The Parties agree that all of the rights and obligations of the Parties under the Agreement shall be governed by, and construed in accordance with, the laws of New York.

16.10. Interpretation. Any headings set forth herein, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement. As used in this Agreement, unless otherwise provided to the contrary: (i) all references to days will be deemed references to calendar days unless expressly stated otherwise, and (ii) any reference to Sections or Schedules, unless expressly stated otherwise, are to the Sections or Schedules to this MSA. The Recitals and Schedules to the MSA are part of the Agreement and are hereby incorporated herein by reference. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

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Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." References in this Agreement to "\$" will be deemed a reference to United States dollars unless otherwise specified. Words importing persons include firms, associations, partnership, trusts, corporations and other legal entities, including public bodies, as well as natural persons. In the event of a conflict between the terms of this MSA and its Schedules the terms of the MSA shall take precedence over the terms of the Schedule to the extent of the conflict.

16.11. Covenant of Further Assurances. The IMOT and Vendor covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of the IMOT and Vendor will execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

16.12. Publicity. Neither Party will, without prior written consent of the other Party in each instance, make any press release, advertising, sales literature, or other publicity or statements relating to the existence or substance of the Agreement or the relationship between the Parties created by it. Each Party agrees that it shall not, without the other Party's prior consent, use any of the names, service marks or trademarks of such Party in any of its advertising or marketing materials.

16.13. Acknowledgment. The Parties each acknowledge that the terms and conditions of the Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of the Agreement.

16.14. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its duly authorized representative.

Government of Israel, Ministry of Tourism

By: 

Name: Mr. Noaz Bar Nir

Title: Director-General, Ministry of Tourism